

Local Form 3015-1 (05/19)

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Michelle Lynn Schintgen
James Richard Schintgen

Case No. **18-43895**
CHAPTER 13 PLAN Modified
Dated: **February 10, 2021**

Debtor.

In a joint case, debtor means debtors in this plan.

Part 1. NOTICE OF NONSTANDARD PLAN PROVISIONS, SECURED CLAIM LIMITATIONS, AND LIEN OR SECURITY INTEREST AVOIDANCE: Debtor must check the appropriate boxes below to state whether or not the plan includes each of the following items:

1.1	A limit on the amount of a secured claim based on a valuation of the collateral for the claim, set out in Parts 9 or 17	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
1.2	Avoidance of a security interest or lien, set out in Part 17	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
1.3	Nonstandard provisions, set out in Part 17	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included

Part 2. DEBTOR'S PAYMENTS TO TRUSTEE

- 2.1 As of the date of this plan, the debtor has paid the trustee \$ **18,250.00**.
- 2.2 After the date of this plan, the debtor will pay the trustee \$ **600.00** per **Month** for **59** months, beginning in February 2021, for a total of \$ **35,400.00**. The initial plan payment is due not later than 30 days after the order for relief.
- 2.3 The minimum plan length is 36 months or 60 months from the date of the initial plan payment unless all allowed claims are paid in a shorter time.
- 2.4 The debtor will also pay the trustee **\$14,000 in September, 2025**.
- 2.5 The debtor will pay the trustee a total of \$ **67,650.00** [lines 2.1 + 2.2 + 2.4]

Part 3. PAYMENTS BY TRUSTEE — The trustee will pay from available funds only to creditors for which proofs of claim have been filed. The trustee may collect a fee of up to 10% of plan payments, or \$ **6,765.00** [line 2.5 x .10]

Part 4. ADEQUATE PROTECTION PAYMENTS (§ 1326(a)(1(C)) — The trustee will promptly pay from available funds adequate protection payments to creditors holding allowed claims secured by personal property, according to the following schedule, beginning in month one (1).

	Creditor	Monthly Payment	Number of payments	Total Payments
4.1	Ally Financial			\$300.00
	TOTAL			*\$300.00

*Paid Ally Financial: \$300.00

Part 5. EXECUTORY CONTRACTS AND UNEXPIRED LEASES [§ 365] — The debtor assumes the following executory contracts or unexpired leases. Debtor will pay directly to creditors all payments that come due after the date the petition was filed. Cure provisions, if any, are set forth in Part 8.

	Creditor	Description of Property
5.1	Verizon Wireless	Cell Phone Contract

Part 6. CLAIMS NOT IN DEFAULT — Payments on the following claims are current and the debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens, if any.

	Creditor	Description of Property
6.1	Affinity Plus Federal Credit Union	2008 Harley Street Glide
6.2	Wright County Court Admin	Restitution

Part 7. HOME MORTGAGES IN DEFAULT (§§ 1322(b)(5) and 1322(e)) — The trustee will cure payment defaults on the following claims secured only by a security interest in real property that is the debtor's principal residence. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens. **All following entries are estimates.** The trustee will pay the actual amounts of default.

	Creditor	Amount of default	Monthly payment	Beginning in month #	Number of payments	Total payments

	Creditor	Amount of default	Monthly payment	Beginning in month #	Number of payments	Total payments
7.1	Flagstar Bank	\$402.34				\$402.34
	TOTAL					*\$402.34

*Paid Flagstar Bank: \$402.34

Part 8. CLAIMS IN DEFAULT (§§ 1322 (b)(3) and (5) and 1322(e)): The trustee will cure payment defaults on the following claims as set forth below. The debtor will pay directly to creditors all payments that come due after the date the petition was filed. The creditors will retain liens, if any. **All following entries are estimates, except for interest rate.**

	Creditor	Amount of default	Interest rate (if any)	Monthly payment	Beginning in month #	Number of payments	Total payments
	-NONE-						
	TOTAL						\$0.00

Part 9. SECURED CLAIMS SUBJECT TO MODIFICATION (“CRAMDOWN”) PURSUANT TO § 506 (§ 1325(a)(5)) (secured claim amounts in this Part control over any contrary amount except for secured claims of governmental units): The trustee will pay, on account of the following allowed secured claims, the amount set forth in the “Total Payments” column below. Unless otherwise specified in Part 17, the creditors will retain liens securing the allowed secured claims until the earlier of the payment of the underlying debt determined under nonbankruptcy law, or the date of the debtor’s discharge, and if this case is dismissed or converted without completion of the plan, such liens shall also be retained by such holders to the extent recognized by applicable nonbankruptcy law. **Notwithstanding a creditor’s proof of claim filed before or after confirmation, the amount listed in this Part as a creditor’s secured claim binds the creditor pursuant to 11 U.S.C. § 1327 and confirmation of the plan is a determination of the creditor’s allowed secured claim.** For secured claims of governmental units, unless otherwise ordered by the court, the value of a secured claim listed in a proof of claim filed in accordance with FRBP 3012(c) controls over any contrary amount.

	Creditor	Claim amount	Secured Claim	Int. rate	Beginning in month #	Monthly payment	X Num of pmts.	= Plan pmts	+ Adq. Pro. from Part 4	Total payments
9.1	Ally Financial	\$21,934.00	\$19,075.00	7.25	1	\$ 306.36	59	\$24,079.30	\$300.00	\$24,379.30
	TOTAL									*\$24,379.30

*Paid Ally Financial: \$6,004.28

Part 10. SECURED CLAIMS EXCLUDED FROM § 506 AND NOT SUBJECT TO MODIFICATION (“CRAMDOWN”) (§ 1325(a)) (910 vehicles and other things of value)(allowed secured claim controls over any contrary amount): The trustee will pay in full the amount of the following allowed secured claims. **All following entries are estimates, except for interest rate.** The creditors will retain liens. Unmodified 910 claims not in default are addressed in Part 6. Unmodified 910 claims in default are addressed in Part 8.

	Creditor	Claim amount	Int. rate	Beginning in month #	Monthly payment	X Num of pmts.	= Plan payments	+ Adq. Pro. from Part 4	Total payments
	-NONE-								
	TOTAL								\$0.00

Part 11. PRIORITY CLAIMS (not including claims under Part 12): The trustee will pay in full all claims entitled to priority under § 507(a)(2) through (a)(10), including the following. **The amounts listed are estimates.** The trustee will pay the amounts actually allowed.

	Creditor	Estimated Claim	Monthly payment	Beginning in Month #	Number of payments	Total payments
11.1	Attorney Fees	\$3,500.00	\$193.17	1	2	*\$3,500.00
11.2	Attorney Fees (Post)	\$500.00	\$133.72	3	2	**\$500.00
11.3	Attorney Fees (Post)	\$750.00	\$187.50	5	4	\$750.00
11.4	Attorney Fees (Post)	\$804.05	\$202.00	9	4	\$804.05
11.5	Internal Revenue Service	\$18,028.65	Pro rata	Pro rata	Pro rata	***\$18,028.65
11.6	MN Dept of Revenue	\$6,126.31	Pro rata	Pro rata	Pro rata	****\$6,126.31
	TOTAL					\$29,709.01

*Paid Attorney Fees: \$3,113.66

**Paid Attorney Fees: \$232.57

***Paid IRS: \$1,344.49

****Paid MN DOR: \$456.87

Part 12. DOMESTIC SUPPORT OBLIGATION CLAIMS: The trustee will pay in full all domestic support obligation claims entitled to priority under § 507(a)(1), including the following. **The amounts listed are estimates.** The trustee will pay the amounts actually allowed.

	Creditor	Estimated Claim	Monthly payment	Beginning in Month #	Number of payments	Total payments
12.1	MN Child Support	\$13,101.00				\$4,736.70
	TOTAL					*\$4,736.70

*Paid MN Child Support: \$4,736.70

Part 13. SEPARATE CLASSES OF UNSECURED CLAIMS — In addition to the class of unsecured claims specified in Part 14, there shall be separate classes of non-priority unsecured creditors described as follows: **-NONE-**

The trustee will pay the allowed claims of the following creditors. All entries below are estimates.

	Creditor	Estimated claim	Interest Rate (if any)	Monthly Payment	Beginning in Month #	Number of Payments	Total payments
	-NONE-						
	TOTAL						\$0.00

Part 14. TIMELY FILED UNSECURED CLAIMS — The trustee will pay holders of non-priority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under Parts 3, 7, 8, 9, 10, 11, 12 and 13 their pro rata share of approximately \$ **1,657.65** [line 2.5 minus totals in Parts 3, 7, 8, 9, 10, 11, 12 and 13].

14.1 The debtor estimates that the total unsecured claims held by creditors listed in Part 9 are \$ **2,859.00**.

14.2 The debtor estimates that the debtor's total unsecured claims (excluding those in Part 9 and 13) are \$ **74,678.27**.

14.3 Total estimated unsecured claims are \$ **77,537.27** [lines 14.1 + 14.2].

Part 15. TARDILY-FILED UNSECURED CREDITORS — All money paid by the debtor to the trustee under Part 2, but not distributed by the trustee under Parts 3, 4, 7, 8, 9, 10, 11, 12, 13 and 14, will be paid to holders of allowed nonpriority unsecured claims for which proofs of claim were tardily filed.

Part 16. SURRENDER OF COLLATERAL AND REQUEST FOR TERMINATION OF STAY: The debtor has surrendered or will surrender the following property to the creditor. The debtor requests that the stays under §§ 362(a) and §§ 1301(a) be terminated as to the surrendered collateral upon confirmation of the plan.

	Creditor	Description of Property (including complete legal description of real property)
	-NONE-	

Part 17. NONSTANDARD PROVISIONS: The Trustee may distribute additional sums not expressly provided for herein at the trustee's discretion. Any nonstandard provisions, as defined in FRBP 3015(c), must be in this Part. Any nonstandard provision placed elsewhere in the plan is void. Any request by the debtor to modify a claim secured only by a security interest in real property that is the debtor's principal residence must be listed in this Part and the debtor must bring a motion to determine the value of the secured claim pursuant to Local Rule 3012-1(a).

17.1	<p>MN Child Support: Debtors stimulus checks have been applied toward the arrears and an amount continues to be deducted from James's paychecks. The proof of claim has been amended to reflect the amount paid by the trustee. The trustee will make no further disbursements on the claim.</p> <p>A plan was confirmed in this case prior to the date of enactment of the Coronavirus Aid, Relief, and Economic Security (CARES) Act (March 27, 2020). Pursuant to 11 U.S.C. Section 1329(d)(1), the plan has been extended beyond 60 months from the date the first payment was due to the trustee as the debtor has suffered a material financial hardship due to the COVID19 pandemic.</p> <p>A proof of claim may be filed by the Internal Revenue Service (IRS) for a claim against the debtor(s) for taxes that become payable to the IRS post-petition, limited to only the tax year for which the bankruptcy case was filed. The trustee shall pay such claim as submitted as funds are available pursuant to 11 U.S.C. Statute 1305.</p>
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	<p>The debtor shall send the Trustee each year during the Chapter 13 Plan, copies of his/her federal and state income tax returns at the time they are filed. If the debtor receives a refund from the federal taxing agency but owes the state taxing agency (or vice-versa), the debtor will net the two out and pay the trustee the amount over \$1,200 for a single filer, or \$2,000 for a joint filer (not including any Earned Income Credit or Working Family Credit). Any additional amounts shall be turned over to the Chapter 13 trustee as additional plan payments.</p> <p>APPROVAL NOT REQUIRED TO INCUR POST PETITION DEBT. Approval by the bankruptcy court, or Chapter 13 trustee, shall not be required prior to debtor incurring ordinary consumer debt while this case is pending. Letters of approval will not be provided by the Chapter 13 trustee and one is not needed for debtor to incur post-petition ordinary consumer debt in Minnesota. All parties in interest retain all rights regarding the treatment of this debt in future modified plans and motions to confirm such plans.</p> <p>Upon the granting of relief from the automatic stay, the trustee shall cease payments on account of the secured portion of the applicable claim. For any claim arising from the granting of relief from the automatic stay, surrender, foreclosure, repossession, or return of any collateral to any creditor listed in Parts 5, 6, 7, 8, 9, 10, 16 or Non-standard provisions, for any reason, including plan modification, the trustee shall pay such claim as a general unsecured claim upon amendment of the applicable claim. Any alleged balance of any claim to such creditor shall be discharged upon the debtor(s) receiving a discharge in this case.</p> <p>All secured creditors being paid direct (outside the Chapter 13 plan) on the plan shall, upon confirmation of the plan, send debtor(s) monthly statements and are authorized to speak to debtor about post-petition payments.</p>
17.2	

Class of Payment		Amount to be paid
Payments by trustee [Part 3]	\$	6,765.00
Home mortgages in Defaults [Part 7]	\$	402.34
Claims in Default [Part 8]	\$	0.00
Secured claims subject to modification (cramdown) pursuant to § 506 [Part 9]	\$	24,379.30
Secured claims excluded from § 506 [Part 10]	\$	0.00
Priority Claims [Part 11]	\$	29,709.01
Domestic support obligation claims [Part 12]	\$	4,736.70
Separate classes of unsecured claims [Part 13]	\$	0.00
Timely filed unsecured claims [Part 14]	\$	1,657.65
TOTAL (must equal line 2.5)	\$	67,650.00

Certification regarding nonstandard provisions:

I certify that this plan contains no nonstandard provision except as placed in Part 17.

Signed: /s/ Wesley W. Scott

Wesley W. Scott 0264787

Attorney for debtor or debtor if pro se

Signed: /s/ Michelle Lynn Schintgen
Michelle Lynn Schintgen
Debtor 1

Signed: /s/ James Richard Schintgen

James Richard Schintgen

Debtor 2 (if joint case)

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

Case No. 18-43895

Michelle Lynn Schintgen
James Richard Schintgen,

Debtors.

UNSWORN CERTIFICATE OF SERVICE

I, Sonja K. Quaintance, declare under penalty of perjury that on February 10, 2021, I caused to be served the Notice of Hearing and Motion, Memorandum in Support of Debtors Motion for Post-Confirmation Modification and Modified Chapter 13 Plan via the CM/ECF system to those parties requesting electronic notification and upon all parties in interest at the addresses set forth in the exhibit which is attached hereto, by first class mail.

Dated: February 10, 2021

/e Sonja K. Quaintance
Sonja K. Quaintance
Kain & Scott, P.A.

Case 18-43895 Doc 44 Filed 02/10/21 Entered 02/10/21 14:54:14 Desc Main
Label Matrix for local noticing Document Page 6 of 9
0864-4
Case 18-43895
District of Minnesota
Minneapolis
Wed Feb 3 15:27:31 CST 2021

Minneapolis
301 Diana E. Murphy U.S. Courthouse
300 South Fourth Street
Minneapolis, MN 55415-1320

(p)AFFINITY PLUS FEDERAL CREDIT UNION
ATTN BANKRUPTCY DEPARTMENT
175 W LAFAYETTE FRONTAGE ROAD
SAINT PAUL MN 55107-1400

Ally Financial
Attn: Bankruptcy Dept
Po Box 380901
Bloomington MN 55438-0901

Ally Financial
PO Box 130424
Roseville, MN 55113-0004

Buckle
Comenity Bank
PO BOX 659450
San Antonio TX 78265-9450

Bureaus Investment Group Portfolio No 15 LLC
c/o PRA Receivables Management, LLC
PO Box 41021
Norfolk VA 23541-1021

Capital One
Attn: Bankruptcy
Po Box 30285
Salt Lake City UT 84130-0285

Capital One Bank (USA), N.A.
PO Box 71083
Charlotte, NC 28272-1083

Capital One, N.A.
c/o Becket and Lee LLP
PO Box 3001
Malvern PA 19355-0701

CareCredit
PO BOX 960061
Orlando FL 32896-0061

Cavalry Portfolio Services
Attn: Bankruptcy Department
500 Summit Lake Ste 400
Valhalla NY 10595-2322

Cavalry SPV I, LLC
500 Summit Lake Drive, Ste 400
Valhalla, NY 10595-2321

Centracare
1406 6th Ave N
Saint Cloud MN 56303-1900

(p)US BANK
PO BOX 5229
CINCINNATI OH 45201-5229

First Premier Bank
Attn: Bankruptcy
Po Box 5524
Sioux Falls SD 57117-5524

Flagstar
301 West Michigan Avenue, 4-50
Jackson MI 49201-2120

Flagstar Bank
Attn: Bankruptcy
5151 Corporate Drive
Troy MI 48098-2639

(p)FLAGSTAR BANK FSB
5151 CORPORATE DRIVE
MAIL STOP E 115 3
TROY MI 48098-2639

Freedom Road Financial
Attn: Bankruptcy Dept.
10509 Professional Circle, Suite 202
Reno NV 89521-4884

Gurstel Law Firm, PC
6681 Country Club Drive
Golden Valley MN 55427-4601

Internal Revenue Service
Centralized Insolvency
PO Box 7346
Philadelphia PA 19101-7346

Kohls
PO BOX 3084
Milwaukee WI 53201-3084

Kohls/Capital One
Kohls Credit
Po Box 3120
Milwaukee WI 53201-3120

LVNV Funding, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

LVNV Funding/Resurgent Capital
Attn: Bankruptcy
Po Box 10497
Greenville SC 29603-0497

MN Dept of Revenue
Attn: Denise Jones
PO Box 64447
Saint Paul MN 55164-0447

Midland Funding
2365 Northside Dr Ste 300
San Diego CA 92108-2709

Portfolio Recovery
Po Box 41021
Norfolk VA 23541-1021

Premier Bankcard, Llc
Jefferson Capital Systems LLC Assignee
Po Box 7999
Saint Cloud Mn 56302-7999

Ramsey County Child Supp. Coll
121 Seventh PL E
Ste 4500
Saint Paul MN 55101-2119

STATE OF MINNESOTA
DEPARTMENT OF REVENUE
PO BOX 64447
ST PAUL MN 55164 0447

Synchrony Bank/ JC Penneys
Attn: Bankruptcy Dept
Po Box 965060
Orlando FL 32896-5060

Synchrony Bank/Care Credit
Attn: Bankruptcy Dept
Po Box 965061
Orlando FL 32896-5061

Synchrony Bank/Sams
Attn: Bankruptcy
Po Box 965060
Orlando FL 32896-5060

Synchrony Bank/Walmart
Attn: Bankruptcy Dept
Po Box 965060
Orlando FL 32896-5060

TD BANK USA, N.A.
C O WEINSTEIN & RILEY, PS
2001 WESTERN AVENUE, STE 400
SEATTLE, WA 98121-3132

Target
Target Card Services
Mail Stop NCB-0461
Minneapolis MN 55440

The Bureaus Inc
Attn: Bankruptcy
650 Dundee Rd, Ste 370
Northbrook IL 60062-2757

US Bank
PO Box 789
Houston TX 77001-0789

US Trustee
1015 US Courthouse
300 S 4th St
Minneapolis, MN 55415-3070

Verizon
by American InfoSource as agent
PO Box 248838
Oklahoma City, OK 73124-8838

Verizon Wireless
Bankruptcy Dept
500 Technology Dr., Suite 500
Weldon Spring MO 63304-2225

Victoria Secret
PO Box 659728
San Antonio TX 78265-9728

(p)WELLS FARGO BANK NA
1 HOME CAMPUS
MAC X2303-01A
DES MOINES IA 50328-0001

Wells Fargo Bank, N.A.
Wells Fargo Card Services
PO Box 10438, MAC F8235-02F
Des Moines, IA 50306-0438

Wright County Court Admin
10 2nd St NW Rm 201
Buffalo MN 55313-2163

James Richard Schintgen
450 Shore Acres Drive
Big Lake, MN 55309-9005

Kyle Carlson
PO Box 519
Barnesville, MN 56514-0519

Michelle Lynn Schintgen
450 Shore Acres Drive
Big Lake, MN 55309-9005

Wesley W. Scott
Kain & Scott P A
13 7th Ave South
St Cloud, MN 56301-4259

Affinity Plus Credit U

175 W Lafayette Rd

Saint Paul MN 55107

(d)Affinity Plus Credit Union

Attn: Bankruptcy Department

175 W Lafayette Frontage Rd

Saint Paul MN 55107

(d)Affinity Plus FCU

Attn: Tei P.

175 W Lafayette Frontage Rd.

St. Paul, MN 55107

(d)Affinity Plus Federal Credit Union

Attn: Bankruptcy Dept

175 West Lafayette Frontage Road

St. Paul MN 55107

Elan Financial Service

Attn: Bankruptcy

4801 Frederica Street

Owensboro KY 42301

Flagstar Bank, FSB

c/o Lakeview Loan Servicing, LLC

5151 Corporate Drive

Troy, MI 48098-2639

Portfolio Recovery

Attn Bankruptcy

PO Box 41067

Norfolk VA 23541

(d)Portfolio Recovery Associates, LLC

C/O capital One Bank (usa), N.a.

POB 12914

Norfolk VA 23541

(d)Portfolio Recovery Associates, LLC

c/o Best Buy

POB 12914

Norfolk VA 23541

(d)Portfolio Recovery Associates, LLC

c/o Care Credit

POB 12914

Norfolk VA 23541

(d)Portfolio Recovery Associates, LLC

c/o Jc Penney Credit Card

POB 12914

Norfolk VA 23541

(d)Portfolio Recovery Associates, LLC

c/o Sams Club

POB 12914

Norfolk VA 23541

(d)Portfolio Recovery Associates, LLC

c/o The Buckle

POB 12914

Norfolk VA 23541

(d)Portfolio Recovery Associates, LLC

c/o Walmart Credit Card

POB 12914

Norfolk VA 23541

Wells Fargo Bank

Attn: Bankruptcy Dept

Po Box 6429

Greenville SC 29606

End of Label Matrix

Mailable recipients 55

Bypassed recipients 0

Total 55

REVISED 12/15

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re

Michelle Lynn Schintgen
James Richard Schintgen
Debtor(s).

Case No. 18-43895

SIGNATURE DECLARATION

PETITION, SCHEDULES & STATEMENTS
 CHAPTER 13 PLAN
 VOLUNTARY CONVERSION, SCHEDULES AND STATEMENTS
 AMENDMENT TO PETITION, SCHEDULES & STATEMENTS
 MODIFIED CHAPTER 13 PLAN
 OTHER (PLEASE DESCRIBE: MOTION TO MODIFY POST-CONFIRMATION CHAPTER 13 PLAN)

I [We], the undersigned debtor(s) or authorized representative of the debtor, make the following declarations under penalty of perjury:

1. The information I have given my attorney for the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
2. The Social Security Number or Tax Identification Number I have given to my attorney for entry into the court's Case Management/Electronic Case Filing (CM/ECF) system as a part of the electronic commencement of the above-referenced case is true and correct;
3. **[individual debtors only]** If no Social Security Number was provided as described in paragraph 2 above, it is because I do not have a Social Security Number;
4. I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments, and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration;
5. My electronic signature contained on the documents filed with the Bankruptcy Court has the same effect as if it were my original signature on those documents; and
6. **[corporate and partnership debtors only]** I have been authorized to file this petition on behalf of the debtor.

Date: 1/18/2021

x Michelle Schintgen
Signature of Debtor1 or Authorized
Representative

x James Schintgen
Signature of Debtor 2

Michelle Lynn Schintgen
Printed Name of Debtor 1 or
Authorized Representative

James Richard Schintgen
Printed Name of Debtor 2